

**GENERAL SERVICES ADMINISTRATION  
FEDERAL ACQUISITION SERVICE798  
ASSISTED ACQUISITION SERVICES DIVISION  
SOUTHEAST SUNBELT REGION**

**STATEMENT OF WORK  
SOCOM WIDE MISSION SUPPORT (SWMS) GROUP-A  
J3 Operations Security/Antiterrorism/Defense Critical Infrastructure Support**

**Order Number: ID04190128  
18 September 2019**

**1.0 Introduction.** Work is to be accomplished for United States Special Operations Command (USSOCOM), herein referred to as Client, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division, Southeast Sunbelt Region.

**1.1 Points of Contact:**

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## **1.2 DESCRIPTION OF ORGANIZATION REQUIRING SUPPORT.**

The Directorate of Operations (J3) provides fully capable Special Operations Forces (SOF) to defend the U.S. and its interests and synchronizes planning of global operations against terrorist networks. The J3 also provides the management of SOF, North Atlantic Treaty Organization (NATO) SOF, and Interagency (IA) partners designated to support Overseas Contingency Operations with operational planning to support indirect lines of operation with the most operationally relevant and accessible information.

## **1.3 TASK PURPOSE.**

The purpose of this task order (TO) is to provide contracted subject matter expertise (SME) for a full up Mission Assurance Program to support SOF forces in response to the United States Special Operations Command (USSOCOM) Commander's Priorities.

**1.4 CONTRACT TYPE.** Firm Fixed Price (Labor), Cost Reimbursement No fee (Travel)

## **1.5 PERIOD OF PERFORMANCE.**

There will be a two week transition period from 17 Jan 2020 to 01 Feb 2020 Awardee will not be reimbursed for any expenses incurred during this transition timeframe to prepare itself for assuming performance on the first day of the Base Period anticipated to be 02 Feb 2020.

Base Period:	02 Feb 2020 to 01 Feb 2021
Option Year 1:	02 Feb 2021 to 01 Feb 2022
Option Year 2:	02 Feb 2022 to 01 Feb 2023
Option Year 3:	02 Feb 2023 to 01 Feb 2024
Option Year 4:	02 Feb 2024 to 01 Feb 2025
6Month Extension:	02 Feb 2025 to 01 Aug 2025

**1.6 SCOPE.** The contractor shall provide SMEs to support the Antiterrorism Force Protection program (AT/FP), Defense Critical Infrastructure Program (DCIP), Operations Security (OPSEC), and related force protection programs.

## **2.0 GENERAL REQUIREMENTS.**

The Contractor shall be responsible for meeting the following general requirements, as well as the specific support identified in Section 3.0.

### **2.1 TRANSITION.**

The contractor shall ensure fully qualified personnel are in place on day one of performance start. The contractor shall ensure no interruption of mission occurs during the transition period. Throughout the transition it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor shall plan for the transfer of work control, delineating the method for processing and assigning tasks. The contractor shall provide weekly updates during the transition period to insure the government is fully informed of the transition status and any issues that may be identified.

### **2.2 QUALIFIED PERSONNEL.**

The contractor shall provide qualified personnel that meet the required skills and qualifications identified in Table 4.1 of the Statement of Work (SOW). The contractor shall ensure personnel are fully trained to meet mission requirements on day one of performance.

## **2.3 MANAGEMENT OF ISSUES.**

The contractor shall address all performance issues and customer complaints to ensure the requirements defined in the SOW were met successfully 100% of the time.

## **2.4 MANAGEMENT OF POSITIONS SHORTFALLS (RETENTION/FILL RATES).**

A Full Time Equivalent for this task order equates to 1880 hours per year. The contractor shall ensure any absences (including leave, medical emergencies, etc.) lasting more than ten consecutive work days are back-filled with a qualified candidate for the duration of the absence or until permanently filled. The contractor shall ensure fully qualified personnel are in place to fill vacancies IAW the Service Delivery Summary (SDS) when personnel depart this task order.

## **2.5 DELIVERABLES.**

All deliverables shall be delivered to the Contracting Officer's Representative (COR) for acceptance. The COR will evaluate deliverables for completeness, correctness, and operations sufficiency of content. If a deliverable is unacceptable, the Government will notify the Contractor Program Manager (CPM), who shall coordinate with the COR to determine the resubmission time.

## **3.0 SPECIFIC REQUIREMENTS.**

**3.1 SENIOR AT/FP DCIP SME:** Shall support operational integration, operational requirement identification, and focused training to operational users of emergent Antiterrorism/Force Protection capabilities and current Tactics, Techniques, and Procedures (TTP) used to protect USSOCOM forces. Tasks include:

- 3.1.1** Provide Government developed and approved AT/FP and DCIP training to the SOF Enterprise
- 3.1.2** Provide specialized engineering support to Risk Assessments and Force Protection
- 3.1.3** 3.1.3 Security Engineering planning and cost analysis for projects or improvements designed to mitigate risk
- 3.1.4** Provide Antiterrorism and security engineering analysis on the USSOCOM Enterprise's Military Construction (MILCON) projects
- 3.1.5** Provide Vulnerability Assessment Protection Option (VAPO) development and analysis
- 3.1.6** Perform hazard prediction and assessments
- 3.1.7** Perform engineering structural response analysis
- 3.1.8** Manage the Strategic Mission Assurance Data System (SMADS) and the Mission Assurance Risk Management System (MARMS)
- 3.1.9** Conduct risk assessments developed within ForcePro, or similar, system tool
- 3.1.10** Provide Defense Readiness Reporting System (DRRS) input

**3.2 MID-LEVEL AT/FP DCIP SMEs:** Shall support operational integration, operational requirement identification, and focused training to operational users of emergent Antiterrorism/Force Protection

capabilities and current Tactics, Techniques, and Procedures (TTP) used to protect USSOCOM forces. Tasks include:

- 3.2.1** Assist in facilitating the integration and interoperability of new TTP's and systems
- 3.2.2** Provide Government developed and approved AT/FP and DCIP training to the SOF Enterprise
- 3.2.3** Assist in the development of Antiterrorism planning, assessments, education, training, and awareness
- 3.2.4** Identify/assess/specify mitigation measures to prevent all-hazard threats to USSOCOM's Task Critical Assets (TCAs) and ensure the TCAs are linked to the Headquarters Continuity of Operations Program (COOP) and Emergency Management (EM) operations
- 3.2.5** Perform Antiterrorism/Critical Infrastructure assessments of Component and TSOC programs
- 3.2.6** Prepare risk assessments and Antiterrorism plans for USSOCOM special events such as Senior Leader Seminars, Wargame Center events, SOF Week/Special Operations Forces Industry Conference (SOFIC), Change of Command Ceremonies, and Distinguished Visitor events

**3.3 SENIOR MISSION ASSURANCE SME:** Shall support the integrative processes designed to protect and ensure the continued function and resilience of assets and capabilities (including personnel, equipment, facilities, networks, information and information systems, infrastructure, and supply chains) critical to the execution of USSOCOM missions in various operating environments and/or conditions. Tasks include:

- 3.3.1** Maintain an understanding of the criticality, threats, hazards, and vulnerabilities to mission owned and/or mission supporting assets and capabilities across all Mission Assurance program areas; as well as the consequences to mission accomplishment from the loss of an asset or capability.
- 3.3.2** Provide synchronization and guidance of risk management programs across the Mission Assurance areas of responsibility
- 3.3.3** Identify and address hazards and threats with potential to impact the readiness of critical capabilities
- 3.3.4** Assist the Government in policy development intended to define and manage horizontal harmonization of Mission Assurance amongst all security-related programs
- 3.3.5** Provide enhanced resilience and support prioritization processes and procedures to facilitate risk mitigation across missions and programs
- 3.3.6** Provide Vulnerability Assessment Protection Option (VAPO) development and analysis

- 3.3.7 Provide data input and analysis to the Strategic Mission Assurance Data System (SMADS) and the Mission Assurance Risk Management System (MARMS)
- 3.3.8 Support risk assessments developed within ForcePro, or similar, system tool
- 3.3.9 Provide Defense Readiness Reporting System (DRRS) input to the Government

**3.4 OPSEC SME's:** Shall support research, analysis, training, and other preparation necessary to conduct OPSEC surveys and assessments across the SOCOM Enterprise. Tasks include:

- 3.4.1 Coordinate with government personnel concerning open source research and analysis of identified and potential adversarial threats to USSOCOM operations, exercises, acquisition programs, and other sensitive activities.
- 3.4.2 Advise USSOCOM leadership on OPSEC and support J34's execution of the commander's OPSEC program
- 3.4.3 Provide OPSEC planning, surveys, education, training, and awareness
- 3.4.4 Assist in the performance of OPSEC assessments of Component, TSOC, and Sub-Unified Command programs
- 3.4.5 Conduct OPSEC review of all USSOCOM publications, FOIA releases, and website content
- 3.4.6 Provide OPSEC assessments for HQ USSOCOM special events such as Senior Leader Seminars, Wargame Center events, SOF Week/Special Operations Forces Industry Conference (SOFIC), Change of Command Ceremonies, and Distinguished Visitor events
- 3.4.7 Coordinate and assist the Components and TSOC's in the development and implementation of their OPSEC program

### **3.5 TASK ORDER ADMINISTRATION**

The contractor shall establish processes to effectively administer this task order. The contractor shall designate one of the FTEs listed below to be the single point of contact between the Government and contractor personnel assigned to this task order.

### **3.6 LOCATION AND HOURS OF WORK**

Performance under this SOW requires on-site work at HQ USSOCOM, MacDill AFB FL. Normal workdays are Monday through Friday except US Federal Holidays. Daily start and stop times may vary, however all personnel are required to be at work during USSOCOM core business hours from 0900 to 1500 daily.

## **4.0 MINIMUM PERSONNEL AND SKILL REQUIREMENTS**

**Table 4.1. Personnel Qualifications**

Position/Labor Category	Required Skills/Qualifications
<p>SENIOR AT/FP DCIP SME (1 FTE) (Key personnel--Resume required)</p>	<ul style="list-style-type: none"> <li>• Masters of Science in Engineering with three years' Risk Management (Antiterrorism/DCIP) experience <u>OR</u> Security and/or AT focused Master's Degree with six years' experience in Blast Analysis, Blast Mitigation, Infrastructure Engineering, and six years' experience in Risk Management. <b>OR</b> a Bachelor's of Science in Engineering, Applied Mathematics, or Industrial Engineering with six years' experience in Risk Management (Antiterrorism/DCIP)</li> <li>• Five years' experience in the DOD Security Engineering planning process, as defined in the DOD Unified Facility Criteria 04-020 series</li> <li>• Five years' experience in Vulnerability Assessment Protection Option and Force Protection</li> <li>• Ten years' experience as assigned to, attached, employed by, or contracted by USSOCOM or one of its subordinate organizations</li> <li>• Ten years' experience preparing written products for senior leader (general officer/flag officer/senior executive service level) use</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>
<p>SENIOR Mission Assurance SME (1 FTE)  Key personnel--Resume required)</p>	<ul style="list-style-type: none"> <li>• Master's Degree in any management-related field with three (3) years' Mission Assurance experience at the DoD Combatant Command Headquarters level; <u>OR</u> Security and/or AT focused Master's Degree with six (6) years' experience in risk management at the DoD Combatant Command Headquarters level; <u>OR</u> a Bachelor's Degree with ten (10) years' experience in risk management and/or mission assurance at the DoD Combatant Headquarters level</li> <li>• Five (5) years' experience in the Defense Critical Infrastructure Identification Process, as defined in DODM 3020-45, vols 1-5</li> <li>• Ten (10) years' experience as assigned to, attached, employed by, or contracted by USSOCOM or one of its subordinate organizations</li> <li>• Ten (10) years' experience preparing written products for senior leaders' use (general officer/flag officer/senior executive service level)</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>
<p>Mid-level AT/FP DCIP SMEs (3 FTEs)</p>	<ul style="list-style-type: none"> <li>• Bachelor's degree <u>OR</u> Associate's Degree equivalent with six (6) years' experience in Risk Management, specifically, Antiterrorism/DCIP</li> <li>• Five (5) years' experience working Risk Management programs (Antiterrorism/DCIP)</li> <li>• Ten (10) years' experience as assigned to, attached, employed by, or contracted by USSOCOM or one of its subordinate organizations</li> <li>• Five (5) years' experience preparing of written products for senior leader (general officer/flag officer/senior executive service level) use</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>

Position/Labor Category	Required Skills/Qualifications
OPSEC SMEs (3 FTEs)	<ul style="list-style-type: none"> <li>• Bachelor's degree <u>OR</u> an Associate's Degree and Six (6) yrs. of OPSEC experience</li> <li>• Five (5) years' experience with OPSEC planning and procedures including accurately assessing an OPSEC program, implementing corrective actions and presenting risk and analysis findings to senior military and DoD civilians</li> <li>• Certified OPSEC trainer with capability to develop, conduct, and maintain training programs, conduct classroom instruction for senior military and DoD civilian members, and ability to leverage eLearning portals and other tools for continuing education</li> <li>• Minimum of five (5) years' staff officer experience preparing written products for senior leader (general officer/flag officer/senior executive service level) use at a 4-Star military HQ</li> <li>• Three (3) years' experience working with USSOCOM, subordinate organizations, DOD, and knowledge of each military U.S. military service's roles and missions</li> <li>• Current DoD Top Secret clearance and eligible for SCI access required</li> </ul>

**5.0 DELIVERABLES.** The contractor shall produce and deliver the following deliverables related to the requirements identified in Section 2.0.

#### **5.1 MONTHLY REPORTS**

The contractor shall deliver the Monthly Reports by location covering each month production, man hours and pending projects and any issues occurring on site. At a minimum, the following information shall be included in each monthly report:

- The Contractor Name, Contract and Task Order Numbers, Project Name, and the applicable Period of performance covered by the report
- Description of work accomplished and in progress in that period and submitted to Government
- Describe problems encountered; if none, so state;
- Actual or recommended corrective action; if none, so state;
- Retention rates
  - Total number of contract personnel required
  - Total number of personnel on task
  - Total number of CAC's returned
  - Number of days vacant during report period by position.
  - Cumulative days vacant by position during the Period Of Performance
  - Cumulative percentage for PoP Turn-Over Rate
- Travel CLIN funding status

#### **5.2 SWMS Quarterly Report**

The Contractor shall submit a quarterly report in accordance with Base IDIQ CDRL A002 and a Quarterly Self-Assessment for informal evaluation of performance.

#### **6.0 SERVICE DELIVERY SUMMARY (SDS).**

Performance assessments will be provided to the Contracting Officer (KO) by the Contracting Officer Representative (COR) in accordance with the Quality Assurance Surveillance Plan. Meeting or not meeting the thresholds identified in Attachment 1 – SDS will be the basis of that performance evaluation.

#### **7.0 GOVERNMENT FURNISHED PROPERTY/SPACE.**

The Government anticipates on-site support for this requirement; therefore the Government will provide all equipment, materials, access to all necessary networks and systems, furnished office spaces (workstations, office automation equipment, telephones, and furniture) and supplies at MacDill AFB for contractors working in support of this effort. Contractor personnel will have access to secure telephones, a photocopier, data, fax (secure and unclassified), and shredder on a non-interference basis when needed to perform the work requirements.

## **8.0 SECURITY REQUIREMENTS.**

**8.1** Security will be in accordance with the attached DD254. Contractor team individual(s) supporting this task will be cleared at the TOP SECRET level at the start of the task. At the discretion of the government, selected individuals supporting this task order will require access to Special Access Program (SAP) information. Access to SAP information requires the requisite security clearance based on a security investigation with a date less than five (5) years old and requires employees to undergo additional personnel security screening meeting the DoD SAP-accessing directives and policies. Contractors will require access to SCI, Foreign Government Information, NATO, and ACCM material in performance of this effort. Contractor will require access to NIPRNET/SIPRNET/JIANT/BICES/JWICS computer systems only at government facilities. Contractor will be authorized to courier classified information up to TOP SECRET in performance of official duties upon approval of and designation by the COR.

**8.2** The contractor shall ensure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

**8.3** The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified material inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

**8.4** When no government employee or military member is available the contractor will be required to conduct security related functions (traditionally considered inherently governmental functions) such as opening/closing of security containers, end-of-day checks for processing and safeguarding classified information/material, and arming/de-arming all USSOCOM Buildings 501A and 501D and external and internal doors. In the event that the contractor fails to properly conduct these responsibilities and a security violation/incident occurs, the government will have the option to revoke authorization.

**8.5** Contract personnel will be required to escort cleaning crew/facility maintenance personnel in USSOCOM Buildings 501A and 501D as needed.

## **9.0 TRAVEL.**

Travel is required to various CONUS and OCONUS non-hazardous locations. The Contractor shall travel as initiated by government written tasking and prior COR approval. The contractor shall ensure that travel expenses are incurred in accordance with the limitations set forth in FAR 31.205-46. A contractor-generated travel authorization request form shall be submitted to the COR for authorization signature. The approved travel request shall be posted in GSA ASSIST as a Post Award Collaboration Memo prior to the travel. The form shall identify, at a minimum, the name(s) of travelers, dates of trip(s), location(s),



estimated cost(s), purpose and an estimate of the remaining travel funds available. No travel shall be made without government authorization. The contractor shall also submit a Travel Expense Summary into GSA ASSIST Invoice Acceptance Information form when submitting invoices. Personnel may be deployed to OCONUS locations; therefore, the government COR must approve all travel in advance through the Synchronized Pre-Deployment and Operational Tracker (SPOT) system and the Contractor shall meet the criteria outlined in USSOCOM Regulation 525-3, Official Travel Outside the Continental United States before departure.

## **10. Other Pertinent Information of Special Considerations**

### **10.1 Identification of Possible Follow –on Work. *None at this time***

**10.2 Identification of Potential Organizational Conflicts of Interest (OCI)-** FAR Part 9.501 defines OCI as a situation where because of other relationships or activities a person (company) is unable or potentially unable to render impartial assistance or advice to the Government or cannot objectively perform contract work or has an unfair competitive advantage. FAR 9.502 states that “an organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition.” An OCI exists when the nature of the work to be performed may, without some restriction on future activities, (1) result in an unfair competitive advantage to the contractor on other contracts or (2) impair the contractor’s objectivity in performing the contract work. The primary burden is on the contractor to identify any OCI, however, the Government has the responsibility to identify and evaluate such conflicts. It is the customer’s responsibility to determine that no OCI exists.

### **11.0 Section 508 Accessibility Standards.**

The following Section 508 Accessibility Standard(s) (Technical Standards and Functional Performance Criteria) are applicable (if box is checked) to this acquisition.

#### Technical Standards

- ☒ 1194.21 - Software Applications and Operating Systems
- ☒ 1194.22 - Web Based Intranet and Internet Information and Applications
- ☐ 1194.23 - Telecommunications Products
- ☐ 1194.24 - Video and Multimedia Products
- ☐ 1194.25 - Self-Contained, Closed Products
- ☐ 1194.26 - Desktop and Portable Computers
- ☒ 1194.41 - Information, Documentation and Support

*The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerers. Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.*

#### Functional Performance Criteria

- ☒ 1194.31 - Functional Performance Criteria

**12.0 Quality Control:** Quality Control Plan will be maintained in accordance with Attachment 6 to the base contract.

**12.1 Quality Assurance:** The Government shall evaluate the contractor’s performance under this contract is in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment 4 to this SOW. This plan is primarily focused on what the Government must do to ensure the

contractor has performed in accordance with the performance standards. It defines how the performance standards shall be applied, the frequency of the surveillance, and the minimum acceptable defect rate(s).

**13.0 Government Responsibility:** The Government shall provide points of contact (POCs) for this SOW. The POCs shall be the primary representative of the Government coordinating the technical performance of these tasks. The Quality Assurance Plan (QAP) and the POCs shall be the sole Government representatives authorized to give technical direction/coordination to the Contractor on these tasks and shall be responsible for the provision of Government-Furnished Information or Equipment (GFI/GFE) for those required to work on-site.

**13.1 Contracting Officer's Representative (COR) Delegation:** After contract award, the CO will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.

**14.0 Hours of Operation:** Work accomplished under this task order shall be conducted during SOCOM's normal business hours. Under extraordinary circumstances work may be required beyond these normal business hours.

**14.1 Recognized Holidays:** The contractor shall recognize all of the following Federal Holidays:

HOLIDAY	WHEN OBSERVED
New Year's Day	January 1 or the Friday preceding or Monday following
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence day	July 4 or the Friday preceding or Monday following
Labor day	First Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11 or the Friday preceding or Monday Following
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 or the Friday preceding or Monday following

**15.0 Personal Services/Inherently Governmental Functions:** In this effort, the Contractor shall provide strictly non-personal services and shall work as an independent Contractor not subject to supervision or control by the Government. The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently Government functions. The Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, Contractor personnel shall wear appropriate identification (in accordance with USSOCOM or other applicable Government policy), identifying themselves as Contractor personnel. At all meetings, conferences, or sessions with Government personnel, Contractor personnel shall clearly identify their status as Contractor employees. While performance of this effort shall not require inherently governmental services, it may include services that are closely associated with inherently governmental functions as defined in Section 804 of the FY 2005 National Defense Authorizations Act. All reports and draft documentation delivered under this contract are the property of the U.S. Government unless

properly identified, noted, and documented as specified in the contract.

The Client shall not direct the Contractor to do the following:

- Assign additional work outside the original scope of work
- Direct a change
- Increase/decrease costs or period of performance
- Change any of the terms and conditions of the contract
- Increase the scope of the contract
- Create a binding obligation upon the Contractor or the Government

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this contract is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract."

**16.0 Limitations of Contractor Responsibilities:** The Government shall exercise all signatory and decision-making authority relative to the assigned tasks. The Government shall monitor all work in progress to ensure correctness and completeness. Contractor personnel will be provided Contractor support guidelines consistent with prohibitions on personal services contracting and inherently Governmental functions. Specifically, the Contractor shall not:

- Approve, decide, or sign as a CO;
- Negotiate with Government suppliers;
- Accept or reject supplies or services;
- Determine disposal of Government property;
- Direct other Contractor or Government personnel;
- Determine cost reasonableness, allowability, or allocability;
- Vote on a source selection board;
- Supervise Government personnel;
- Approve Government requirements or plans; or
- Determine policy.

This list is not all inclusive and additional restrictions are included in FAR 7.503. Under the guidelines of non-personal services contracts, the CO shall have technical, not supervisory, oversight responsibilities of Contractor personnel.

**17.0 Problem Resolution:** The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR and GSA CS as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor will work cooperatively with the Government to resolve issues as they arise.

**18.0 Payment for Unauthorized Work:** No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor or its personnel without prior authorization by the CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions under this effort.

**19.0 Dissemination of Information/Publishing:** There shall be no dissemination or publication

of information, except within and between the contractor and any subcontractors or specified who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the CO. USSOCOM approval for publication shall require provisions which protect the intellectual property rights of both USSOCOM and the contractor.

**20.0 Non-Disclosure/Non-Use Agreement:** The contractor shall ensure that the Non-Disclosure Statement is signed by all staff assigned to or performing on this contract before performing any work, including all subcontractors and consultants. The Non-Disclosure / Non-Use statement will be cosigned by a corporate official (contractor Task Manager or higher). The contractor shall also ensure that all staff understand and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of contractor employees who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the contractor.

**21.0 Contract Funding:** It is anticipated that the task will be incrementally funded.

**22.0 Past Performance Information:** In accordance with FAR 42.15, Contractor Performance Information, interim and final past performance information will be submitted by the GSA CO, GSA Customer Account Manager, or COR. Per GSAM 542.1503(c), the Contracting Office Director will make the final decision regarding disagreements related to performance evaluations between the CO and the contractor.

**23.0 Invoicing and Payment:** The invoice shall include itemized charges and other direct costs (ODCs) authorized by the COR which are within scope of this task order (e.g., travel and/or materials) and reflect the details specified below

Invoices shall be submitted to GSA ASSIST (ITSS) and the Central Invoice System (CIS) web-based Order Processing System (<https://portal.fas.gsa.gov/>). The COR and the GSA CS will approve each invoice in CIS prior to payment. Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection.

An invoice for completion of each deliverable shall be electronically delivered to the CR via the GSA electronic contract management system by the twentieth (20th) calendar day of the month following delivery for client and GSA acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA Information Technology Solution Shop (ITSS) located on the web at <https://portal.fas.gsa.gov/>. The invoice shall be submitted on official company letterhead.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the task order. No charges shall be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support the charges. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment.

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the task order number in the AAS Business Systems Portal, ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the System for Award Management (SAM), <http://www.sam.gov>. Mismatched information will result in rejected payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit To Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

The contractor shall provide the following information on each invoice submitted:

- a. Invoice Number – must not include any special characters; ITSS and the invoice must match
- b. ACT Number from GSA Form 300, Block 4
- c. GSA Task Order Number – must match ITSS
- d. Contract Number from GSA Form 300, Block 3
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Delivery date or Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount – must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- k. Total cumulative task order amount and burn rate

#### **24.0 Kick-off Meeting**

Within ten (10) business days following the contract award date, contractor shall meet with GSA and USSOCOM to review goals and objectives of the TO. The Contractor shall take minutes of the meeting and disseminate the results to both GSA and USSOCOM. This meeting will also provide an opportunity to clarify and answer questions.

#### **Terms and Conditions**

##### *FAR 52.217-8 Option to Extend Services (Nov 1999)*

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days of the end of the task order.

(End of Clause)

##### **FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days before the contract expires; provided that the Government gives

the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year 11 months.

GSAM 552.204-9 Personal Identity Verification Requirements (Oct 2012)

GSAM 552.215-71 Examination of Records by GSA (Multiple Award Schedule) (Jul 2003)

GSAM 552.232-25 Prompt Payment (Deviation FAR 52.232-25) (Nov 2009)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (c)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph

(a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

- (iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
- (iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.
- (3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (4) Certain food products and other payments.
  - (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—
    - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.
    - (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
    - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
    - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
  - (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (5) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.
  - (i) Name and address of the Contractor.
  - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
  - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based



on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) Additional interest penalty.

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office

on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)

(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments.

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

GSAM 52.237-71      Qualifications of Employees (May 1989)

GSAM 52.238-72      Identification of Products that have Environmental Attributes (Sep 2003)

SOW Attachments:

- 1 – SDS dated 04 Sep 19
- 2 – Draft DD Form 254 dated 04 Sep 19
- 3 – Pricing Template dated 19 Sep 19
- 4 – QASP dated 18 Sep 19